

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE See Blk. 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER, ROOM 2954 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FT. BELVOIR, VA 22060-6222 FAX 703-767-9044 BUYER/SYMBOL – ERIN S. RALPH/DESC-BZD PHONE - (703) 767-9294 PPNs: 2.99		7. ADMINISTERED BY (If other than Item 6)		CODE SC0600	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)		9a. AMENDMENT OF SOLICITATION NO. SP0600-04-R-0054			
		9b. DATED (SEE ITEM 11) January 21, 2004			
		10a. MODIFICATION OF CONTRACT/ORDER NO.			
		10b. DATED (SEE ITEM 13)			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10a.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible..)					
SEE ATTACHED PAGES					
Except as provided herein, all terms and conditions of the document referenced in Item 9a. or 10a., as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME OF CONTRACTING OFFICER JOY E. MULLORI		
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

SF30

A. The following changes are made to the Solicitation Package:

1. Page 12, Paragraph 3, ECONOMIC PRICE ADJUSTMENT, is deleted and replaced by an amended version located on page 3 of the subject amendment to reflect the following changes:
 - a. Re-add the posting for Unleaded Gasoline, 95 RON Unl, Arab Gulf, FOB.
 - b. The reference price provided in Amendment 0006 for Naptha is corrected to read \$0.819810 in lieu of \$0.835357.
 - c. The reference price and posting listed for the Diesel has been changed from Gasoil 0.05%S to Gasoil 0.25%S.
 - d. Notes B and C are added.
2. Page 20, Paragraph 13, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS, is deleted and replaced on page 4 of the subject amendment.
3. Page 26, add paragraph 31 as follows:

31. QUALITY REPRESENTATIVE

The Quality Office assigned inspection responsibility under this contract is as follows:

DESC Middle East
ATTN: Quality Manager
PSC 451, Box DESC-ME
FPO AP 09834-2800
[Location: Juffair, Bahrain]
Phone: 973-724-650
FAX: 973-724-670

B. For those offering product, FOB Destination, from the Kuwait Border, Pages 6 through 11 of the subject amendment must be completed and returned to DESC as soon as possible.

3. ECONOMIC PRICE ADJUSTMENT

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in this offer and/or contract do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the price assessment or formula set forth in the Table in (f) below with which the base unit price is to fluctuate.

(3) **Date of delivery** is defined as follows:

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. DESTINATION.** The date and time vessel commences discharging.

((iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.**

(1) The Contractor shall give written notice to the Contracting Officer, Defense Energy Support Center, of any delivery and associated change in the reference price within 15 working days from the date thereof. Contractor failure to timely notify the Contracting Officer of any delivery and associated change in the reference price may result in late or incorrect payment of the relevant invoice.

(2) Subject to the provisions of this clause, the prices payable under this contract shall be the base unit price increased or decreased by the same number of cents, or fraction thereof, that the reference price shall have increased or decreased.

(3) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on and after the effective date of the price change as stated in the publication.

(4) The Contracting Officer will issue a modification to this contract to reflect any change pursuant to this provision. However, no increase in a contract unit price shall be executed pursuant to this provision until the increase in the applicable published reference price has been verified by the Contracting Officer.

(5) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(6) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(7) **REVISION OF REFERENCE PRICE INDICATOR.** In the event--

(i) Any applicable reference price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(8) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(f) **TABLE.**

ITEM NO. (LISTED ITEMS)	NAME OF PUBLICATION	HEADING UNDER WHICH REFERENCE PRICE IS PUBLISHED AND NAME OF PRODUCT	LOCATION WHERE REFERENCE PRICE IS APPLICABLE
0000-0200	Platt's Oilgram Price Report (U.S. Edition)	Product Price Assessments (Arab Gulf, FOB)	See Below

LINE ITEMS	PRODUCT	REFERENCE PRODUCT (LOCATION)	REFERENCE PRICE/USG or MT EFFECTIVE JANUARY 1, 2004
0000	Kerosene (KIQ)	Kerosene	\$0.848571 per USG
0100	Unleaded Gasoline (GIQ)	Naptha	\$0.819810 per USG
0200	Unleaded Gasoline (GIQ)	95 RON Unleaded	\$0.913393 per USG
0200	Diesel (DIQ)	Gasoil 0.25%S	\$0.827738 per USG

NOTES:

A. Product prices will escalate twice monthly based on the average of high and low quotations contained in the Platt's publication during the periods of the 1st through the 15th and the 16th through the 30th/31st (as applicable) of each month in which deliveries are made. Therefore, the effective price for the period of the 1st through the 15th will be the average of the high and low quotations for the previous months prices posted on the 16th through the 30th/31st. Saturdays and Sundays shall be considered as Platt's non-publication days. If prices are not posted by Platt's during the period that delivery was made due to a holiday or another occurrence only the posted prices for that period will be used in the calculation.

B. Unleaded Gasoline offerors must specify on which escalator their price is based. Offers may be made for Unleaded Gasoline using either escalator.

C. Offered prices that are submitted based on the escalator, Naptha, Arab Gulf, FOB, will be subject to a positive adjustment factor of **\$0.025457** USD/USG for evaluation purposes only. This factor represents the spread between the differences of the two reference prices and the 12-month averages of both escalators.

13. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (24) 52.225-13, Restriction on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(c) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SIZE OF TRUCKS IN US GALLONS:

KEROSENE _____ **DIESEL** _____ **GASOLINE** _____

TOTAL NUMBER OF TRUCKS: _____

**BASIC DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON THREE (3) TURNS PER MONTH**

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/FOB POINT	QUANTITY TO BE DELIVERED	PRICE (in US Dollars)/ US GALLON
0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**BASIC DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON FOUR (4) TURNS PER MONTH**

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/FOB POINT	QUANTITY TO BE DELIVERED	PRICE (in US Dollars)/ US GALLON
0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**BASIC DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON FIVE (5) TURNS PER MONTH**

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/FOB POINT	QUANTITY TO BE DELIVERED	PRICE (in US Dollars)/ US GALLON
0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 1 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON THREE (3) TURNS PER MONTH**

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0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 1 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON FOUR (4) TURNS PER MONTH**

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0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 1 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON FIVE (5) TURNS PER MONTH**

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/FOB POINT	QUANTITY TO BE DELIVERED	PRICE (in US Dollars)/ US GALLON
0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 2 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON THREE (3) TURNS PER MONTH**

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/FOB POINT	QUANTITY TO BE DELIVERED	PRICE (in US Dollars)/ US GALLON
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0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 2 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON FOUR (4) TURNS PER MONTH**

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0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 2 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON FIVE (5) TURNS PER MONTH**

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0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**OPTION 3 DELIVERY PERIOD: DIESEL/GASOLINE
FOR DELIVERIES BASED ON THREE (3) TURNS PER MONTH**

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0001	Diesel, Gasoline	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Diesel, Gasoline	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		
0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

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FOR DELIVERIES BASED ON FOUR (4) TURNS PER MONTH**

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FOR DELIVERIES BASED ON FIVE (5) TURNS PER MONTH**

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0003	Gasoline	Nasiriyah Area: Includes Nasiriyah, Basrah		

**BASIC DELIVERY PERIOD: KEROSENE
FOR DELIVERIES BASED ON THREE (3) TURNS PER MONTH**

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/FOB POINT	QUANTITY TO BE DELIVERED	PRICE (in US Dollars)/ US GALLON
0001	Kerosene	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Kerosene	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		

**BASIC DELIVERY PERIOD: KEROSENE
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0001	Kerosene	Baghdad Area: Includes Latifiya, Mushada, Rasafa		
0002	Kerosene	Diwaniayh Area: Includes Diwaniayh, Hilla Najaf, Kut		

**OPTION 1 DELIVERY PERIOD: KEROSENE
FOR DELIVERIES BASED ON THREE (3) TURNS PER MONTH**

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